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## Official Public Records

## Tarrant County Texas

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**SECOND AMENDMENT OF OIL, GAS AND MINERAL LEASE**

STATE OF TEXAS  
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **R.D.S. Properties, Ltd.**, a Texas limited partnership, ("Lessor"), whose address is PO Box 333, Mansfield, Texas 76063 executed an Oil, Gas and Mineral Lease dated September 3, 2008 (the "Lease"), which is recorded as Document No. D208344106 and Amendment of Oil, Gas and Mineral Lease dated September 25, 2008, which is recorded as Document No. D208374396, in the Official Public Records of Tarrant County, Texas, in favor of **XTO Energy Inc.** ("Lessee"), covering 5.271 acres of land, more or less, as more particularly described in the Lease; and

WHEREAS, Lessor and Lessee desire to amend the Lease as set forth herein.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree that the Lease is hereby amended as follows:

1. Paragraph 1 of Exhibit "A" shall now read:

Lessee shall not pool any portion of the Leased Premises unless the pooled unit or units (a) contain(s) all of the Leased Premises and (b) does not exceed three hundred twenty (320) acres. Lessee shall have the right and authority to pool the Leased Premises as to oil and gas, or either of them, with other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate said Leased Premises in compliance with the spacing rules of the Railroad Commission of Texas, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said Leased Premises. Units pooled for oil or gas shall not exceed the size authorized by regulatory field rules or statewide rules to obtain the maximum production allowable. Lessee shall file for record in the Real Property Records where the land is located, an instrument describing and designating the pooled acreage and depths for the pooled unit, and upon such recordation, the unit shall become effective as to all parties hereto. Lessee may at its election exercise its pooling option before or after commencing operations. In the event of operations for drilling on or production of oil or gas from any part of the pooled unit which includes the Leased Premises, the operations or production shall be considered as operations on or production of oil or gas from the Leased Premises, whether or not the well is located on the Leased Premises. For the purposes of computing the royalties to which owners of royalties payments out of production shall be entitled on production of oil or gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this Lease and included in the unit that prorated portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this Lease and included in the pooled unit bears to the total number of surface acres included in the pooled unit.

Lessor hereby adopts, ratifies, and confirms the Lease as to all of the terms and provisions therein, as amended by this Second Amendment of Oil, Gas and Mineral Lease, and for the same consideration, Lessor does hereby lease, grant, demise, and let the lands covered by the Lease, as amended by this Second Amendment of Oil, Gas and Mineral Lease, unto Lessee, its successors and assigns, in accordance with all of the terms and provisions of the Lease, as amended hereby.

Except as amended by this Second Amendment of Oil, Gas and Mineral Lease, the Lease is and remains in full force and effect as originally written.

This Second Amendment is executed this 31 of August, 2010, but shall be effective for all purposes as of September 3, 2008.

**LESSOR:**

**R.D.S. Properties, Ltd.,** a Texas limited partnership

By: M.B.S. Construction Corporation,  
a Texas corporation,  
Its General Partner

By:

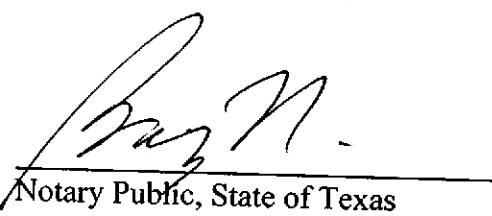
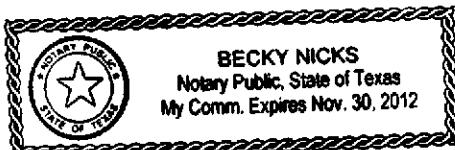


Robert D. Sherrill  
President

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §  
**COUNTY OF TARRANT** §

This instrument was acknowledged before me on this the 31st day of August, 2010, by Robert D. Sherrill, President of M.B.S. Construction Corporation, a Texas corporation, as General Partner of R.D.S. Properties, Ltd., a Texas limited partnership, on behalf of said limited partnership.



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Notary Public, State of Texas